DATA PROCESSING AGREEMENT (DPA)

This Data Processing Agreement (“DPA”) forms part of the agreement between:

I. Vanilla Cloud Ltd (“Processor”) and
II. The Customer (“Controller”)

This DPA governs the processing of Personal Data in accordance with Data Protection Laws.

Vanilla Cloud Ltd is registered with the Information Commissioners Office (ICO) as a data controller under the Data Protection Act 2018. Our ICO registration number is: 00014337787.

1. Definitions

Terms such as Controller, Processor, Personal Data, Data Subject, Processing have the meanings as set out in Data Protection Law. For the purposes of this DPA:

(a) “Agreement” means the electronic agreement or end-user license agreement (EULA) between the Customer and Vanilla Cloud Ltd for the provision of any Vanilla Cloud Ltd services (“Services”) to the Customer.

(b) "Affiliate" means an entity that directly or indirectly controls, is controlled by or is under common control with an entity.

(c) “Data Protection Laws” means all applicable data protection and privacy laws and regulations applicable to a party's processing of Personal Data under the Agreement, including but not limited to:

- (a) the UK General Data Protection Regulation (“UK GDPR”);
- (b) the Data Protection Act 2018;
- (c) the Privacy and Electronic Communications Regulations (PECR); and
- (d) the EU General Data Protection Regulation (EU) 2016/679 (“EU GDPR”),

(d) “EEA” means the European Economic Area. •

(e) “Controller” shall mean the entity which, alone or jointly with others, determines the purposes and means of the processing of Personal Data; •

(f) “Processor” shall mean the entity which processes Personal Data on behalf of the Controller; •

(g) “Personal Data” means any information that relates to an identified or identifiable natural person); •

(h) “Security Incident” means accidental or unlawful destruction, loss, alteration and unauthorised disclosure of and/or access to Personal Data; •

(i) “Standard Contractual Clauses” means the standard contractual clauses for the transfer of personal data to third countries pursuant to Regulation (EU) 2016/679 of the European Parliament and of the Council issued by the Commission Implementing Decision (EU) 2021/914.

(k) “Services” refers to telecoms, VoIP, cloud communications, connectivity and related services
(l) “Sub-processor” refers to a third party engaged to process data

2. Scope and Applicability

This DPA applies where Vanilla Cloud Ltd processes Personal Data on behalf of the Customer in providing Services.

This DPA will apply to Personal Data, originating from the EEA or UK on behalf of a Customer and/or a Customer Affiliate located in the EEA or UK.

3. Roles of the Parties

3.1 Parties' Roles.

Customer is the Controller and Vanilla Cloud Ltd is a Processor acting on behalf of the Customer.

The Processor: will process data only on documented instructions and does not determine purposes independently.

If Data Protection Laws apply to either party's processing of Personal Data, the parties acknowledge and agree that with regard to the processing of Personal Data, Customer is the Controller and Vanilla Cloud Ltd is a Processor acting on behalf of the Customer, as further described in the Agreement, and both parties shall comply with their obligations under Data Protection Law.

3.2 Purpose Limitation.

Vanilla Cloud Ltd shall process the Personal Data for the purposes described in Appendix A, except where otherwise required by the applicable law.

3.3 Security Measures

Vanilla Cloud Ltd will maintain appropriate technical and organizational measures to safeguard the security of Personal Data. Vanilla Cloud Ltd will maintain an information security and risk management program based on commercial best practices to preserve the confidentiality, integrity and accessibility of Personal Data with administrative, technical and physical measures conforming to generally recognised industry standards and practices. Vanilla Cloud Ltd shall implement appropriate technical and organisational measures to protect the Personal Data from an accidental or unlawful destruction, loss, alteration, unauthorised disclosure or access.

3.4. Updates to Security.

Customer is responsible for reviewing the information made available by Vanilla Cloud Ltd relating to data security and making an independent determination as to whether the Service meets Customer's requirements and legal obligations under Data Protection Laws. Customer acknowledges that the Security are subject to technical progress and development and that Vanilla Cloud Ltd may update or modify the Security from time to time, provided that such updates and modifications do not result in the degradation of the overall security of the Service provided to Customer.

3.5. Transferring Personal Data Outside of the EEA or UK:

Personal Data shall not be transferred outside the UK/EEA unless "Adequacy decision" applies, or Standard Contractual Clauses (SCCs) or equivalent safeguards are used.

To the extent that Vanilla Cloud Ltd processes (or causes to be processed) any Personal Data originating from the EEA or UK in a country that has not been designated by the European Commission as providing an adequate level of protection for Personal Data, such Personal Data shall have adequate protection (within the meaning of Data Protection Laws). To the extent that Vanilla Cloud Ltd processes (or causes to be processed) any such Personal Data outside of the EEA or UK, it shall commit to apply a transfer mechanism in compliance with the Data Protection

Laws such as, but not limited to, Standard Contractual Clauses (SCC). Sub-processors will only be engaged where appropriate data protection safeguards are in place.

3.6. Compliance: Customer, as Controller, shall be responsible for ensuring that: •

(a) it has complied, and will continue to comply, with all Data Protection Laws, including in any instructions it issued to Vanilla Cloud Ltd under this Agreement and DPA; and

(b) it has, and will continue to have, the right to transfer, or provide access to, the Personal Data to Vanilla Cloud Ltd for processing in accordance with the terms of the Agreement and this DPA.

4. Nature and Purpose of Processing

4.1 Nature of Processing:

Collection, storage, use, transmission and deletion of Personal Data

4.2 Purpose of Processing

- Delivery of telecoms and VoIP services
- Account setup, billing and customer management
- Network monitoring, maintenance and troubleshooting
- Service optimisation and reporting

5. Types of Personal Data

May include the following:

- Names, job titles
- Email addresses and phone numbers
- Billing and transaction data
- IP addresses and usage data
- Call metadata and service logs

Any other personal data that the Customer or users choose to include in the content of the communications that are sent and received using the Vanilla Cloud Ltd Services including but not limited to support bundles, logs, crash reports, through emails, tickets, calls or any other means.

The personal data transferred to Vanilla Cloud Ltd for processing is determined and controlled by the Customer in its sole discretion. As such, the Controller determines the scope and nature of personal data processed.

Vanilla Cloud Ltd does not intentionally collect or process any special categories of data in the provision of its Services.

6. Processor Obligations

In accordance with Data Protection law standards, Vanilla Cloud shall:

- Process only on Customer instructions
- Ensure confidentiality of authorised personnel
- Implement technical and organisational measures
- Assist Controller with compliance
- Keep records of processing activities

The Processor shall make available to the Controller, upon reasonable request, information necessary to demonstrate compliance with this DPA.

6.1 Applicability of Section: applies to the processing of Personal Data that is within the scope of Data Protection Laws that originates from the EEA or UK.

6.2 Confidentiality of processing. Vanilla Cloud Ltd shall ensure that any person with the authorisation to process Personal Data, shall be subject to a duty of confidentiality (whether a contractual or statutory duty).

6.3 Sub-processors. The Customer agrees that Vanilla Cloud Ltd may engage Vanilla Cloud Ltd affiliates and third-party sub-processors (collectively, "Sub-processors") to process the Personal Data on Vanilla Cloud Ltd.'s behalf. Vanilla Cloud Ltd shall impose on such Sub-processors data protection terms that protect the Personal Data to the same standard provided for by this DPA and shall remain liable for any breach of the DPA caused by a Sub-processor.

Note: The list of Sub-processors engaged by Vanilla Cloud Ltd are available in Appendix B.

6.4 Changes to Sub-processors. Vanilla Cloud Ltd may add or make changes to the Sub-processors. If the Customer objects to the appointment of an additional Sub-processor, then the Customer will be entitled to suspend or terminate the affected Vanilla Cloud Ltd service in accordance with the termination provisions of the Agreement.

6.5 Security Incidents. Upon becoming aware of a Security Incident, Vanilla Cloud Ltd shall notify the Customer without undue delay at the contact information that the Customer has provided in the Customer Portal and shall provide such timely information as the Customer may reasonably require, including to enable the Customer to fulfil any data breach reporting obligations under Data Protection Laws.

6.6 Cooperation and data subjects' rights. Vanilla Cloud Ltd, considering the nature of the processing, shall provide reasonable assistance to the Customer insofar as this is possible, to enable the Customer to respond to requests from a data subject seeking to exercise their rights under the Data Protection Laws. In the event such a request is made directly to Vanilla Cloud Ltd, Vanilla Cloud Ltd shall promptly inform data subject to contact the Customer of the same. It is the Customer's sole responsibility to ensure that any administrator identified for the Customer's 3CX account to manage and carry out data subject requests has appropriate authority to fulfil the data subject requests.

6.7 Data Protection Impact Assessments: Vanilla Cloud Ltd, to the extent required by the Data Protection Laws, upon Customer's request and at Customer's expense, shall provide the Customer with reasonable assistance with data protection impact assessments or prior consultations with data protection authorities that the Customer is required to carry out under the Data Protection Laws.

7. Data Retention and Deletion

The personal data will be processed for the term of the Agreement, or as otherwise required by law or agreed between the parties.

Data will be retained only as long as necessary. Upon termination, data shall be:

1. Deleted or
2. Returned (as agreed)

Backups may be retained where legally required

8. Liability

1. Each party is responsible for its obligations under Data Protection law
2. Processor is liable for breaches of its processing obligations.

9. Term and Termination

1. This DPA applies for the duration of data processing.
2. Survives contract termination until data is deleted or returned as agreed.

10. Contact Details

Address: Vanilla Cloud Ltd,
28 Meads Street,
Eastbourne, East Sussex,
BN20 7QY

Website: https://vanillacloud.co.uk/

Telephone: 0207 952 2577

Email: support@vanillacloud.co.uk

APPENDIX A – DETAILS OF PROCESSING

Subject Matter: Provision of telecoms, VoIP, and cloud communication services

Duration: For the duration of the Agreement

Categories of Data:

a. Identity data
b. Contact data
c. Technical data
d. Usage and communications data

Categories of Data Subjects:

a. Customer employees
b. End users
c. Third parties communicating with users

Purpose:

a. Service delivery
b. Billing and account management
c. Support and troubleshooting
d. Network monitoring and optimisation

APPENDIX B LIST OF SUB-PROCESSORS

Sub-processor	Description
3CX	Cloud Hosting Services & Marketing
Digital Ocean	Cloud Hosting Services
Fanvil	Marketing
Focus	Network Service Provider
Yellow Grid	Distributor
Fuse 2	Distributor
OVH	Cloud Hosting Services
Microsoft Corp Azure Cloud	Cloud Hosting Services
ConnectWise	Customer Relations Support
Yealink	Marketing

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